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this Memorandum Decision shall not be
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establishing the defense of res judicata,
collateral estoppel, or the law of the case.

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**IN THE
COURT OF APPEALS OF INDIANA**

BRIAN D. HODGES,)	
)	
Appellant-Plaintiff,)	
)	
vs.)	No. 49A02-0702-CV-121
)	
ELI LILLY FEDERAL CREDIT UNION,)	
)	
Appellee-Respondent.)	

APPEAL FROM THE MARION SUPERIOR COURT
The Honorable Thomas Carroll, Judge
Cause No. 49D06-0210-PL-1727

May 30, 2007

MEMORANDUM DECISION - NOT FOR PUBLICATION

ROBB, Judge

Brian D. Hodges appeals the trial court's denial of his motion to set aside default judgment. Concluding that the issue is moot because Hodges has already satisfied the judgment, we affirm.

On October 9, 2002, Eli Lilly Federal Credit Union filed a complaint against Hodges to recover the difference between the sale value of an automobile that had been repossessed from Hodges and a personal loan extended from Lilly to Hodges. A summons was left at an address at which Hodges apparently no longer resided. The trial court issued a default judgment in favor of Lilly on January 28, 2003. The chronological case summary indicates that the judgment was fully satisfied on November 9, 2006.¹ On November 28, 2006, Hodges filed a motion to set aside default judgment, which the trial court denied as untimely and moot. Hodges now appeals.

Regardless of whether or not Hodges was properly served, the issue is now moot as the judgment has been fully satisfied. State ex rel. Robinson v. Boniecki, 223 Ind. 416, 418, 61 N.E.2d 176, 177 (1945) (appeal of denial of motion to set aside default judgment was moot where judgment had been satisfied); Montgomery v. Trisler, 771 N.E.2d 1234, 1239 (Ind. Ct. App. 2002), trans. denied, cert. denied, 538 U.S. 946 (2003) (issue on appeal was moot where a party had filed a notice of satisfaction of judgment).

We conclude that the issue on appeal is moot, as the judgment has been satisfied.

Affirmed.

SULLIVAN, J., and VAIDIK, J., concur.

¹ Hodges states that he satisfied the judgment in an Affidavit he filed in the trial court. In this Affidavit, he also states that he is "not seeking any monetary compensation." Appellant's Appendix at 8.